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ESTATE OF ALICIA UPTON, by and through successor in interest, Nichole  
8 Thompson and Matthew Upton; NICHOLE THOMPSON, individually; MATTHEW  
9 UPTON, individually

10  
11 **UNITED STATES DISTRICT COURT**  
12 **THE CENTRAL DISTRICT OF CALIFORNIA**

13 ESTATE OF ALICIA UPTON, by and } CASE NO. 5:23-cv-02655-JGB(JCx)  
14 through successor in interest, Nichole } *[Assigned to the Hon. Jesus G. Bernal,*  
Thompson and Matthew Upton; } *District Judge; Referred to the Hon.*  
NICHOLE THOMPSON, individually; } *Jacqueline Chooljian, Magistrate Judge]*  
MATTHEW UPTON, individually, }  
15 Plaintiffs, }  
16 v. }  
17 COUNTY OF RIVERSIDE, a public }  
entity; RIVERSIDE COUNTY }  
SHERIFF'S DEPARTMENT; }  
18 SHERIFF CHAD BIANCO, in his }  
individual and official capacities; }  
EDWARD DELGADO; JAMES }  
KRACHMER; VICTORIA }  
20 VARISCO-FLORES; PATRICIA }  
COTA PERALTA; CYNTHIA }  
KOEPNICK; DESIREE ALLISON; }  
ADAM ALVAREZ; TAYLOR }  
22 CHAPMAN; MATTHEW BOLLE; }  
RUSSELL ALM; YESENIA }  
GALAPIR; BONIFACE DY; }  
ARTURO TRUJILLO; KAREN }  
24 MARSHALLECK and DOES 1 }  
through 10, individually, jointly and }  
severally, }  
25 Defendants. }

1       **1. A. PURPOSES AND LIMITATIONS**

2              Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
6 the following Stipulated Protective Order. The parties acknowledge that this Order  
7 does not confer blanket protections on all disclosures or responses to discovery and  
8 that the protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
11 that this Stipulated Protective Order does not entitle them to a file confidential  
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
13 followed and the standards that will be applied when a party seeks permission from  
14 the court to file material under seal.

15       **B. GOOD CAUSE STATEMENT**

16              Plaintiffs and the individual Defendants may produce certain documents in this  
17 case that contain personal medical, employment or financial information. Such  
18 information may implicate the privacy interests of the party and are properly  
19 protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v.  
Rhinehart*, 467 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express  
20 purposes the protection of a ‘party or person from annoyance, embarrassment,  
21 oppression or undue burden or expense.’ Although the Rule contains no specific  
22 reference to privacy or to other rights or interests that may be implicated, such matters  
23 are implicit in the broad purpose and language of the Rule.”); *Soto v. City of Concord*,  
24 162 F.R.D. 603, 617 (N.D. Cal. 1995) (a party’s privacy rights are to be protected  
25 through a “carefully crafted protective order.”).

26       **2. DEFINITIONS**

27       **2.1 Action:** This pending federal lawsuit, Estate of Alicia Upton v. County  
28 of Riverside, et al. Case Number 5:23-cv-02655-JGB(JCx).

1           2.2   Challenging Party: a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3           2.3   “CONFIDENTIAL” Information or Items: information (regardless of  
4 how it is generated, stored, or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
6 Good Cause Statement.

7           2.4   Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.5   Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12          2.6   Disclosure or Discovery Material: all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16          2.7   Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19          2.8   House Counsel: attorneys who are employees of a party to this Action.  
20 House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

22          2.9   Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this action.

24          2.10   Outside Counsel of Record: attorneys who are not employees of a party  
25 to this Action but are retained to represent or advise a party to this Action and have  
26 appeared in this Action on behalf of that party or are affiliated with a law firm which  
27 has appeared on behalf of that party, including support staff.

1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.13 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10          2.14 Protected Material: any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

14          3. SCOPE

15          The protections conferred by this Stipulation and Order cover not only  
16 Protected Material (as defined above), but also (1) any information copied or  
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
18 compilations of Protected Material; and (3) any testimony, conversations, or  
19 presentations by Parties or their Counsel that might reveal Protected Material.

20          Any use of Protected Material at trial shall be governed by the orders of the  
21 trial judge. This Order does not govern the use of Protected Material at trial.

22          4. DURATION

23          Once a case proceeds to trial, all of the information that was designated as  
24 confidential or maintained pursuant to this protective order becomes public and will  
25 be presumptively available to all members of the public, including the press, unless  
26 compelling reasons supported by specific factual findings to proceed otherwise are  
27 made to the trial judge in advance of the trial. See Kamakana v. City and County of  
Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”

1 showing for sealing documents produced in discovery from “compelling reasons”  
2 standard when merits-related documents are part of court record). Accordingly, the  
3 terms of this protective order do not extend beyond the commencement of the trial.

4 **5. DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection.  
Each Party or Non-Party that designates information or items for protection under  
this Order must take care to limit any such designation to specific material that  
qualifies under the appropriate standards. The Designating Party must designate for  
protection only those parts of material, documents, items, or oral or written  
communications that qualify so that other portions of the material, documents, items,  
or communications for which protection is not warranted are not swept unjustifiably  
within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations  
that are shown to be clearly unjustified or that have been made for an improper  
purpose (e.g., to unnecessarily encumber the case development process or to impose  
unnecessary expenses and burdens on other parties) may expose the Designating  
Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it  
designated for protection do not qualify for protection, that Designating Party must  
promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in  
this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
under this Order must be clearly so designated before the material is disclosed or  
produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic  
documents, but excluding transcripts of depositions or other pretrial or trial  
proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
2 contains protected material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly identify the protected  
4 portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for  
6 inspection need not designate them for protection until after the inspecting Party has  
7 indicated which documents it would like copied and produced. During the inspection  
8 and before the designation, all of the material made available for inspection shall be  
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
10 it wants copied and produced, the Producing Party must determine which documents,  
11 or portions thereof, qualify for protection under this Order. Then, before producing  
12 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
13 legend” to each page that contains Protected Material. If only a portion or portions of  
14 the material on a page qualifies for protection, the Producing Party also must clearly  
15 identify the protected portion(s) (e.g., by making appropriate markings in the  
16 margins). Markings added to documents pursuant to this paragraph shall not obscure  
the content or text of the documents produced.

17 (b) for testimony given in depositions that the Designating Party identify  
18 the Disclosure or Discovery Material on the record, before the close of the deposition  
19 all protected testimony. The court reporter must affix to each such transcript page  
20 containing Protected Material the “CONFIDENTIAL legend”, as instructed by the  
21 Designating Party.

22 (c) for information produced in some form other than documentary and  
23 for any other tangible items, that the Producing Party affix in a prominent place on  
24 the exterior of the container or containers in which the information is stored the  
25 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants  
26 protection, the Producing Party, to the extent practicable, shall identify the protected  
portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party's right to secure protection under this Order for such material.  
2 Upon timely correction of a designation, the Receiving Party must make reasonable  
3 efforts to assure that the material is treated in accordance with the provisions of this  
4 Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
resolution process under Civil Local Rule 37-1 et seq.

6.3 Burden of Persuasion

The burden of persuasion in any such challenge proceeding shall be on the  
Designating Party. Frivolous challenges, and those made for an improper purpose  
(e.g., to harass or impose unnecessary expenses and burdens on other parties), may  
expose the Challenging Party to sanctions. Unless the Designating Party has waived  
or withdrawn the confidentiality designation, all parties shall continue to afford the  
material in question the level of protection to which it is entitled under the  
Producing Party's designation until the Court rules on the challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is  
disclosed or produced by another Party or by a Non-Party in connection with this  
Action only for prosecuting, defending, or attempting to settle this Action. Such  
Protected Material may be disclosed only to the categories of persons and under the  
conditions described in this Order. When the Action has been terminated, a  
Receiving Party must comply with the provisions of Section 13 below (FINAL  
DISPOSITION).

27           ///  
28           ///

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
9 well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11          (b) the officers, directors, and employees (including House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13          (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
“Acknowledgment and Agreement to Be Bound” (Exhibit A);

15           (d) the Court and its personnel;

16           (e) court reporters and their staff;

17          (f) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20          (g) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information;

22          (h) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
24 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
25 not be permitted to keep any confidential information unless they sign the  
“Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
26 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
27 deposition testimony or exhibits to depositions that reveal Protected Material may be  
28

1 separately bound by the court reporter and may not be disclosed to anyone except as  
2 permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,  
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation  
8 that compels disclosure of any information or items designated in this Action as  
9 “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification  
11 shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order  
13 to issue in the other litigation that some or all of the material covered by the subpoena  
14 or order is subject to this Protective Order. Such notification shall include a copy of  
15 this Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be  
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with  
19 the subpoena or court order shall not produce any information designated in this  
20 action as “CONFIDENTIAL” before a determination by the court from which the  
21 subpoena or order issued, unless the Party has obtained the Designating Party’s  
22 permission. The Designating Party shall bear the burden and expense of seeking  
23 protection in that court of its confidential material, and nothing in these provisions  
24 should be construed as authorizing or encouraging a Receiving Party in this Action  
to disobey a lawful directive from another court.

25 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
26 **PRODUCED IN THIS LITIGATION**

27 (a) The terms of this Order are applicable to information produced by a  
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should be  
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party  
9 that some or all of the information requested is subject to a confidentiality agreement  
10 with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated  
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the Non-  
15 Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this Court within  
17 14 days of receiving the notice and accompanying information, the Receiving Party  
18 may produce the Non-Party's confidential information responsive to the discovery  
19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
20 not produce any information in its possession or control that is subject to the  
21 confidentiality agreement with the Non-Party before a determination by the Court.  
22 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
23 of seeking protection in this Court of its Protected Material.

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,  
2 and (d) request such person or persons to execute the “Acknowledgment and  
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection,  
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
10 may be established in an e-discovery order that provides for production without prior  
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
12 parties reach an agreement on the effect of disclosure of a communication or  
13 information covered by the attorney-client privilege or work product protection, the  
14 parties may incorporate their agreement in the stipulated protective order submitted  
to the Court.

15 **12. MISCELLANEOUS**

16 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
17 to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order, no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
26 Protected Material at issue. If a Party’s request to file Protected Material under seal  
27 is denied by the court, then the Receiving Party may file the information in the public  
28 record unless otherwise instructed by the court.

1       **13. FINAL DISPOSITION**

2              After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in  
5 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed; and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries, or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
Section 4 (DURATION).

19        14. Any violation of this Order may be punished by any and all appropriate  
20 measures including, without limitation, contempt proceedings and/or monetary  
21 sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 Dated: August 26, 2025

GASTÉLUM LAW, APC

4 By: /s/ Denisse O. Gastélum  
5 Denisse O. Gastélum, Esq.  
6 Selene Estrada-Villela, Esq.  
7 Attorneys for Plaintiffs,  
8 ESTATE OF ALICIA UPTON, by and through  
9 successor in interest, Nichole Thompson and  
Matthew Upton; NICHOLE THOMPSON,  
individually; MATTHEW UPTON, individually

10  
11 Dated: August 26, 2025

LAW OFFICES OF CHRISTIAN CONTRERAS  
A Professional Law Corporation

12  
13 By: /s/ Christian Contreras  
14 Christian Contreras, Esq.  
15 Attorneys for Plaintiffs,  
16 ESTATE OF ALICIA UPTON, by and through  
17 successor in interest, Nichole Thompson and  
Matthew Upton; NICHOLE THOMPSON,  
individually; MATTHEW UPTON, individually

18  
19 Dated: August 26, 2025

BURKE, WILLIAMS & SORENSEN, LLP  
A Professional Law Corporation

20  
21 By: /s/ Caylin W. Jones  
22 Nathan A. Oyster  
23 Caylin W. Jones  
24 Attorneys for Defendants,  
25 COUNTY OF RIVERSIDE, SHERIFF CHAD  
26 BIANCO, EDWARD DELGADO, JAMES  
KRACHMER AND VICTORIA VARISCO-  
FLORES

1 Dated: September 15, 2025

2 MANNING & KASS  
3 ELLROD, RAMIREZ, TRESTER  
4 LLP

5 By: /s/ Kayleigh Andersen  
6 Eugene P. Ramirez  
7 Kayleigh Andersen  
8 Khouloud Pearson  
9 Attorneys for Defendant, CYNTHIA  
10 KOEPNICK

11 Dated: September 15, 2025

12 DEAN GAZZO ROISTACHER LLP

13 By: /s/ Kimberly Sullivan  
14 Mitchell D. Dean  
15 Kimberly Sullivan  
16 Attorneys for Defendant, PATRICIA  
17 COTA PERALTA

18 Dated: September 15, 2025

19 SMITH LAW OFFICES, LLP

20 By: /s/ Karen L. Capasso  
21 Karen L. Capasso  
22 Doug Smith  
23 Attorneys for Defendant, KAREN  
24 MARSHALLECK

25 IT IS SO ORDERED.

26 DATED: September 15, 2025

27 \_\_\_\_\_  
28 /s/  
Honorable Jacqueline Chooljian  
UNITED STATES MAGISTRATE JUDGE

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Amended Stipulated Protective Order that was issued by the United States District Court for the Central District of California on September 15, 2025 in the case of ***Estate of Alicia Upton, et al. v. County of Riverside, et al.; Case No. 5:23-cv-02655-JGB(JCx)***. I agree to comply with and to be bound by all the terms of this Amended Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Amended Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Amended Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Amended Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed:

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_